

# Agenda Item Form

Agenda Date: 08/10/04

Districts Affected: N/A

Dept. Head/Contact Information: Mayor & Council, Jim Martinez, (915) 541-4145

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☒ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Amend contract for Executive Staff Assistant to include benefits.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

04 AUG -5 PM 1:59

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract amendment between the **CITY OF EL PASO** and **BLANCA M. GONZALEZ**, to add fringe benefits to the contract. As a full time contractor, eligibility for fringe benefits is standard.

**APPROVED** this 10th day of August, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **BLANCA M. GONZALEZ**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Mayor and City Council, desires to employ the Employee as an Executive Staff Assistant; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Mayor and City Council, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about August 11, 2004 and be completed by December 30, 2004.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid a biweekly rate of One Thousand Three Hundred Forty Six and 15/100 Dollars (\$1,346.15). The employee shall work a maximum of forty (40) hours per week. Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Mayor and City Council's Office, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. This contract will end at the end of the appointment of the current Interim Chief Administrative Officer. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Mayor and City Council  
Attn: CAO  
#2 Civic Center Plaza  
El Paso, Texas 79901

EMPLOYEE: Blanca M. Gonzalez

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 10<sup>th</sup> day of August, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Blanca M. Gonzalez  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Jim Martinez  
Chief Administrative Officer

ATTACHMENT A  
SCOPE OF DUTIES STATEMENT

EXECUTIVE STAFF ASSISTANT

(EL PASO CONTRACT POSITION)

*General Summary*

Under direction, perform highly complex and responsible paraprofessional administrative support duties of a personal and confidential nature for the Chief Administrative Officer.

*Typical Duties*

Provide diplomatic communication such as that pertaining to administrative directives, Council actions, ordinances, code, policies, procedures, reports and correspondence, to executives and elected officials of City departments, other governmental entities and the business community as well as to the media and the public. Involves: Screen mail, telephone and in person inquiries, direct to person to responsible party, and forward messages, including those dealing with private or sensitive topics. Independently research and analyze varied Citywide administrative concerns and topics as requested, which includes locating sources, setting parameters, gathering, breaking down, recasting, calculating, compiling and summarizing information that identifies alternatives, and the relative significance of their advantages and disadvantages. Compose and proofread draft documents based on research findings that contain recommendations such as proposed or changed policy statements or contract language, conclusions of internal management or public release reports, or formal answers to questions or suggestions of officials or the public for supervisor's review, editing and approval signature, and produce final copy using desk top publishing software. Coordinate appointments, meetings, calendar and other day-to-day issues to assist supervisor in with management of time. Set up, and ensure maintenance and safekeeping of supervisor's recordkeeping systems for minutes, files, correspondence, agreements, forms, logs and related reports which includes developing and administering databases, and presentations to facilitate information exchange. Review Council and other City meeting agenda items, and follow and keep supervisor informed of status requiring action by others, as requested. Take and transcribe minutes. Interpret English-Spanish conversations, and translate English-Spanish documents, if required.

Perform other paraprofessional analytical and administrative duties as required. Involves: Attend meetings and hearings on behalf of supervisor to gather information and act as liaison. Direct the work of assigned staff support personnel if delegated team leader responsibility. Substitute for immediate supervisor during temporary absences by performing specifically designated duties and responsibilities sufficient to maintain continuity of normal services of the supervisor's office and similarly performing duties of coworkers or subordinates, if assigned. Engage in a broad range of miscellaneous office functions handling petty cash, attending making travel arrangements and processing invoices for payment. Operate common office machines such as typewriter, microcomputer, Dictaphone, copier and fax.

*Minimum Qualifications*

Training and Experience: Equivalent to an accredited Associate's Degree in Public or Business Administration, Secretarial Science, Pre-Law or a related field, plus five (5) years of increasingly responsible administrative support, secretarial or paralegal experience in a governmental, corporate or law office setting.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent issued by another state.

Special Requirements: Work beyond standard workday or workweek hours as necessary.

[REDACTED]  
El Paso, Texas [REDACTED]

Phone: [REDACTED]  
[REDACTED]

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**Blanca M. Gonzalez**

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Objective

Seeking to obtain a motivating and challenging position, which will utilize to the fullest my work experience, and to further develop my skills to the success of the organization

Summary of qualifications

- Type 65 wpm
- Excellent organizational skills
- MS Word & Word Perfect
- MS Excel
- MS Publisher
- Research skills
- Fluently read, write & speak Spanish
- Excellent editing skills
- Excellent work ethics

Work experience

Paralegal Mounce, Green, Myers, Safi & Galatzan (El Paso, TX) Jan. 2003-Present

- Initial drafts of pleadings, discovery, and correspondence
- Communicate with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aid in trial preparation
- Open and maintain files
- Perform legal research
- Translate documents/conversations
- Review, analyze, and summarize medical records
- Organize intern's/summer clerks' orientation and events

Paralegal to Stephen H. Nickey Studdard & Melby (El Paso, TX) April 2001-April 2002

- Initial drafts of pleadings, discovery, and correspondence
- Received payments from clients and updated balances
- Communicated with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aided in trial and deposition preparation
- Opened and maintained files for each client
- Performed legal research
- Performed initial interview of potential clients
- Translated documents
- Interviewed potential employees of the company
- Trained new employees
- Continue to work for Mr. Nickey on a contract basis

Paralegal to Paul Kubinski Kubinski & Assoc. (El Paso, TX) Jan. 2001-April 2001

- Initial drafts of pleadings and correspondence
- Communicated with opposing counsel, clients, and courts
- Opened and maintained files for each client
- Translated documents